

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BARRY LYGA, an individual,
Plaintiff,
vs.

Case No. 2:22-cv-06814-FLA-AGR

**STIPULATED PROTECTIVE
ORDER**

WARNER BROS. TELEVISION, a division of WB STUDIO ENTERPRISES INC., a Delaware corporation; WARNER MEDIA DIRECT LLC, a Delaware limited liability company; FOX BROADCASTING COMPANY, a Delaware corporation; GREG BERLANTI, an individual; BCR & CO. dba BERLANTI PRODUCTIONS, a California corporation; CHRIS FEDAK, an individual; VHPT! CO., a California corporation; SAM SKLAVER, an individual; SKLAVERWORTH INC., a California corporation; SARAH SCHECTER, an individual; and DOES 1 through 100, inclusive,

Defendants.

1 Plaintiff Barry Lyga, on the one hand, and defendants Warner Bros.
2 Television, a division of WB Studio Enterprises Inc., WarnerMedia Direct, LLC,
3 Fox Broadcasting Company, LLC, Greg Berlanti, BCR & Co., Chris Fedak, VHPT!
4 Co., Sam Sklaver, Sklaverworth Inc., and Sarah Schechter (collectively,
5 “Defendants”), on the other hand, agree that pursuant to Rule 26(c) of the Federal
6 Rules of Civil Procedure, this Protective Order is needed to prevent the unnecessary
7 disclosure or dissemination of confidential, proprietary or trade secret information.

8 IT IS HEREBY STIPULATED AND AGREED by and between the parties,
9 through their undersigned counsel, as follows:

10 1. PURPOSES AND LIMITATIONS

11 Discovery in this action is likely to involve production of confidential,
12 proprietary, or private information for which special protection from public
13 disclosure and from use for any purpose other than prosecuting this litigation may
14 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
15 enter the following Stipulated Protective Order. The parties acknowledge that this
16 Order does not confer blanket protections on all disclosures or responses to
17 discovery and that the protection it affords from public disclosure and use extends
18 only to the limited information or items that are entitled to confidential treatment
19 under the applicable legal principles. The parties further acknowledge, as set forth
20 in Section 13.3, below, that this Stipulated Protective Order does not entitle them to
21 file confidential information under seal; Civil Local Rule 79-5 sets forth the
22 procedures that must be followed and the standards that will be applied when a
23 party seeks permission from the court to file material under seal.

24 2. GOOD CAUSE STATEMENT

25 This action is likely to involve commercial, financial, proprietary, creative
26 content, and other confidential information and/or for which special protection from
27 public disclosure and from use for any purpose other than prosecution of this action
28 is warranted. Such confidential and proprietary materials and information consist

1 of, among other things, confidential business or financial information, information
2 regarding confidential business practices, or other confidential research, creative
3 material, development, or commercial information (including information
4 implicating privacy rights of third parties), information otherwise generally
5 unavailable to the public, or which may be privileged or otherwise protected from
6 disclosure under state or federal statutes, court rules, case decisions, or common
7 law. Accordingly, to expedite the flow of information, to facilitate the prompt
8 resolution of disputes over confidentiality of discovery materials, to adequately
9 protect information the parties are entitled to keep confidential, to ensure that the
10 parties are permitted reasonable necessary uses of such material in preparation for
11 and in the conduct of trial, to address their handling at the end of the litigation, and
12 serve the ends of justice, a protective order for such information is justified in this
13 matter. It is the intent of the parties that information will not be designated as
14 confidential for tactical reasons and that nothing be so designated without a good
15 faith belief that it has been maintained in a confidential, non-public manner, and
16 there is good cause why it should not be part of the public record of this case.

17 3. DEFINITIONS

18 3.1 Action: The instant action: *Lyga v. Warner Bros. Television, a division*
19 *of WB Studio Enterprises Inc. et al.*, Case No. 2:22-cv-06814-FLA-AGR.

20 3.2 Challenging Party: a Party or Non-Party that challenges the designation
21 of information or items under this Order.

22 3.3 “CONFIDENTIAL” Information or Items: information (regardless of
23 how it is generated, stored, or maintained) or tangible things that qualify for
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
25 the Good Cause Statement.

26 3.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
27 Information or Items: extremely sensitive “CONFIDENTIAL” Information or
28 Items, the disclosure of which to another Party or Non-Party would create a

1 substantial risk of serious harm that could not be avoided by less restrictive means.

2 3.5 Counsel: Outside Counsel of Record and House Counsel (as well as
3 their support staff).

4 3.6 Designating Party: a Party or Non-Party that designates information or
5 items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY.”

8 3.7 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced
11 or generated in disclosures or responses to discovery in this matter.

12 3.8 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as
14 an expert witness or as a consultant in this Action.

15 3.9 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 3.10 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 3.11 Outside Counsel of Record: attorneys who are not employees of a party
21 to this Action but are retained to represent or advise a party to this Action and have
22 appeared in this Action on behalf of that party or are affiliated with a law firm
23 which has appeared on behalf of that party, and includes support staff.

24 3.12 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 3.13 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

3.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

3.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

4. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

5. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

6. DESIGNATING PROTECTED MATERIAL

1 6.1 Exercise of Restraint and Care in Designating Material for Protection.

2 Each Party or Non-Party that designates information or items for protection under
3 this Order must take care to limit any such designation to specific material that
4 qualifies under the appropriate standards. The Designating Party must designate for
5 protection only those parts of material, documents, items, or oral or written
6 communications that qualify so that other portions of the material, documents,
7 items, or communications for which protection is not warranted are not swept
8 unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited. Designations
10 that are shown to be clearly unjustified or that have been made for an improper
11 purpose (e.g., to unnecessarily encumber the case development process or to impose
12 unnecessary expenses and burdens on other parties) may expose the Designating
13 Party to sanctions.

14 If it comes to a Designating Party's attention that information or items that it
15 designated for protection do not qualify for protection, that Designating Party must
16 promptly notify all other Parties that it is withdrawing the inapplicable designation.

17 6.2 Manner and Timing of Designations. Except as otherwise provided in
18 this Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise
19 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
20 under this Order must be clearly so designated before the material is disclosed or
21 produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper, or electronic
24 documents, but excluding transcripts of depositions or other pretrial or trial
25 proceedings), that the Producing Party affix at a minimum, the legend
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY” to each page that contains protected material. If only a portion or portions
28 of the material on a page qualifies for protection, the Producing Party also must

1 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
 2 margins).

3 A Party or Non-Party that makes original documents available for inspection
 4 need not designate them for protection until after the inspecting Party has indicated
 5 which documents it would like copied and produced. During the inspection and
 6 before the designation, all of the material made available for inspection shall be
 7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
 8 documents, it wants copied and produced, the Producing Party must determine
 9 which documents, or portions thereof, qualify for protection under this Order.
 10 Then, before producing the specified documents, the Producing Party must affix the
 11 “CONFIDENTIAL”, or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 12 ONLY” legend to each page that contains Protected Material. If only a portion or
 13 portions of the material on a page qualifies for protection, the Producing Party also
 14 must clearly identify the protected portion(s) (e.g., by making appropriate markings
 15 in the margins).

16 (b) for testimony given in depositions that the Disclosing Party identify the
 17 Disclosure or Discovery Material within fourteen days after the date of the
 18 deposition, or by another date as otherwise agreed to in writing by counsel for the
 19 parties.

20 (c) for information produced in some form other than documentary and for
 21 any other tangible items, that the Producing Party affix in a prominent place on the
 22 exterior of the container or containers in which the information is stored the legend
 23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 24 ONLY.” If only a portion or portions of the information warrants protection, the
 25 Producing Party, to the extent practicable, shall identify the protected portion(s).

26 6.3 Inadvertent Failures to Designate. If the inadvertent failure to designate
 27 is timely raised relative to when it is discovered, an inadvertent failure to designate
 28 qualified information or items does not, standing alone, waive the Designating

1 Party's right to secure protection under this Order for such material. Upon timely
2 correction of a designation relative to when the Designating Party discovers the
3 inadvertent failure to designate, the Receiving Party must make reasonable efforts
4 to assure that the material is treated in accordance with the provisions of this Order.

5 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 7.1 **Timing of Challenges.** Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court's
8 Scheduling Order.

9 7.2 **Meet and Confer.** The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37-1 et seq.

11 7.3 The burden of persuasion in any such challenge proceeding shall be on
12 the Designating Party. Frivolous challenges, and those made for an improper
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
14 parties) may expose the Challenging Party to sanctions. Unless the Designating
15 Party has waived or withdrawn the confidentiality designation, all parties shall
16 continue to afford the material in question the level of protection to which it is
17 entitled under the Producing Party's designation until the Court rules on the
18 challenge.

19 8. **ACCESS TO AND USE OF PROTECTED MATERIAL**

20 8.1 **Basic Principles.** A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending, or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Order. When the Action has been terminated, a
25 Receiving Party must comply with the provisions of Section 13 below.

26 Protected Material must be stored and maintained by a Receiving Party at a
27 location and in a secure manner that ensures that access is limited to the persons
28 authorized under this Order.

1 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 2 otherwise ordered by the court or permitted in writing by the Designating Party, a
 3 Receiving Party may disclose any information or item designated
 4 “CONFIDENTIAL” only to:

- 5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 6 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 7 to disclose the information for this Action;
- 8 (b) the officers, directors, and employees (including House Counsel) of the
 9 Receiving Party to whom disclosure is reasonably necessary for this Action;
- 10 (c) Experts (as defined in this Order) of the Receiving Party to whom
 11 disclosure is reasonably necessary for this Action and who have signed the
 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 13 (d) the court and its personnel;
- 14 (e) court reporters and their staff;
- 15 (f) professional jury or trial consultants, mock jurors, and Professional
 16 Vendors to whom disclosure is reasonably necessary for this Action and who have
 17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 18 (g) the author or recipient of a document containing the information or a
 19 custodian or other person who otherwise possessed or knew the information;
- 20 (h) during their depositions, witnesses, and attorneys for witnesses, in the
 21 Action to whom disclosure is reasonably necessary provided: (1) the deposing
 22 party requests that the witness sign the “Acknowledgment and Agreement to Be
 23 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential
 24 information unless they sign the “Acknowledgment and Agreement to Be Bound”
 25 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
 26 court. Pages of transcribed deposition testimony or exhibits to depositions that
 27 reveal Protected Material may be separately bound by the court reporter and may
 28 not be disclosed to anyone except as permitted under this Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL” only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) House Counsel of the Receiving Party (and administrative employees of said House Counsel to whom it is reasonably necessary to disclose the information for this Action);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall
4 include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order to
6 issue in the other litigation that some or all of the material covered by the subpoena
7 or order is subject to this Protective Order. Such notification shall include a copy of
8 this Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued
10 by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order shall not produce any information designated in this
13 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY” before a determination by the court from which the subpoena or
15 order issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that
17 court of its confidential material and nothing in these provisions should be
18 construed as authorizing or encouraging a Receiving Party in this Action to disobey
19 a lawful directive from another court.

20 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
21 PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-
23 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
25 Non-Parties in connection with this litigation is protected by the remedies and relief
26 provided by this Order. Nothing in these provisions should be construed as
27 prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party
6 that some or all of the information requested is subject to a confidentiality
7 agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Protective
9 Order in this Action, the relevant discovery request(s), and a reasonably specific
10 description of the information requested; and

11 (3) make the information requested available for inspection by the
12 Non-Party, if requested.

13 (c) If a Non-Party fails to seek a protective order from this court within 14
14 days of receiving the notice and accompanying information, the Receiving Party
15 may produce the Non-Party's confidential information responsive to the discovery
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
17 not produce any information in its possession or control that is subject to the
18 confidentiality agreement with the Non-Party before a determination by the court.
19 Absent a court order to the contrary, the Non-Party shall bear the burden and
20 expense of seeking protection in this court of its Protected Material.

21 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Protective Order, the Receiving Party must immediately (a) notify in writing the
25 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
26 all unauthorized copies of the Protected Material, (c) inform the person or persons
27 to whom unauthorized disclosures were made of all the terms of this Order, and (d)

1 request such person or persons to execute the “Acknowledgment and Agreement to
 2 Be Bound” (Exhibit A).

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
 4 OTHERWISE PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
 6 inadvertently produced material is subject to a claim of privilege or other
 7 protection, the obligations of the Receiving Parties are those set forth in Federal
 8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 9 whatever procedure may be established in an e-discovery order that provides for
 10 production without prior privilege review. Pursuant to Federal Rule of Evidence
 11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 12 of a communication or information covered by the attorney-client privilege or work
 13 product protection, the parties may incorporate their agreement into this Protective
 14 Order submitted to the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 19 Protective Order no Party waives any right it otherwise would have to object to
 20 disclosing or producing any information or item on any ground not addressed in this
 21 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any
 24 Protected Material must comply with Civil Local Rule 79-5. Protected Material
 25 may only be filed under seal pursuant to a court order authorizing the sealing of the
 26 specific Protected Material at issue. If a Party’s request to file Protected Material
 27 under seal is denied by the court, then the Receiving Party may file the information
 28 in the public record unless otherwise instructed by the court.

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in Section 4, within
3 60 days of a written request by the Designating Party, each Receiving Party must
4 return all Protected Material to the Producing Party or destroy such material.
5 As used in this subdivision, “all Protected Material” includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of the
7 Protected Material. Whether the Protected Material is returned or destroyed, the
8 Receiving Party must submit a written certification to the Producing Party (and, if
9 not the same person or entity, to the Designating Party) by the 60 day deadline that
10 (1) identifies (by category, where appropriate) all the Protected Material that was
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any
12 copies, abstracts, compilations, summaries or any other format reproducing or
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel
14 are entitled to retain an archival copy of all pleadings, motion papers, trial,
15 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
16 and trial exhibits, expert reports, attorney work product, and consultant and expert
17 work product, even if such materials contain Protected Material. Any such archival
18 copies that contain or constitute Protected Material remain subject to this Protective
19 Order as set forth in Section 4.

20 14. Any violation of this Order may be punished by any and all appropriate
21 measures including, without limitation, contempt proceedings and/or monetary
22 sanctions.

23
24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
25
26
27
28

1 DATED: May 29, 2024

DAVIS WRIGHT TREMAINE LLP
NICOLAS A. JAMPOL
CYDNEY SWOFFORD FREEMAN
ADRIAN F. VALLENS
ALEXANDRA PEREZ CADENA

4 By: /s/ Adrian F. Vallens
5 Adrian F. Vallens

6 Attorneys for Defendants
7 WARNER BROS. TELEVISION, a
8 division of WB STUDIO
9 ENTERPRISES INC.;
10 WARNERMEDIA DIRECT, LLC; FOX
11 BROADCASTING COMPANY, LLC;
12 GREG BERLANTI; BCR & CO.;
13 CHRIS FEDAK; VHPT! CO.; SAM
14 SKLAVER; SKLAVERWORTH INC.;
15 and SARAH SCHECHTER

16 DATED: May 29, 2024

LPL LAWYERS

17 By: /s/ Gi Nam Lee
18 Gi Nam Lee

19 Attorney for Plaintiff
20 BARRY LYGA

21 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other
22 signatories listed, and on whose behalf this filing is submitted, concur in the filing's
23 content and have authorized the filing.

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25 DATED: July 1, 2024

26 
27 Honorable Alicia Rosenberg
28 United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Protective Order that was issued by the
United States District Court for the Central District of California on
_____ in the case of *Lyga v. Warner Bros. Television, a*
division of WB Studio Enterprises Inc. et al., Case No. 2:22-cv-06814-FLA-AGR. I
agree to comply with and to be bound by all the terms of this Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: _____